

April 26, 2006

**TO PROVIDERS OF RFP #06-004-51, PROMOTIONAL EXAMINATIONS FOR THE SHELBY COUNTY SHERIFF'S DEPARTMENT**

Shelby County Government is soliciting proposals to contract for Consulting Services to develop promotional examinations for various positions within the Shelby County Sheriff's Department. (the "Services"). The RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP. If you do not have access to the Internet and require us to send you a hard copy of the RFP, please call us at (901) 545-4360 to request a copy.

**The proposal, as submitted, should include all rates related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Respondents requesting additional information or clarification are to contact Ms. Pat Samuals at (901) 545-4924.**

**Proposals must be received in the office of the Administrator of Purchasing no later than 4:00 p.m. on Friday, May 19, 2006. Proposals should be addressed to:**

**Phyllis Shrader, CPPO, CPPB  
Shelby County Government  
160 N. Main, Rm. 550  
Memphis, TN 38103**

**The package containing the original and five (5) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL – CONSULTING SERVICES FOR DEVELOPMENT OF PROMOTIONAL EXAMINATIONS, RFP #06-004-51" noted on the outside.**

Sincerely,

Signed Original on File

Phyllis Shrader, CPPO, CPPB  
Purchasing Department Shelby County Government

pgs

cc: Ms. Pat Samuals, Manager

# **SHELBY COUNTY SHERIFF'S OFFICE**

## **REQUEST FOR PROPOSAL FOR DEVELOPMENT OF PROMOTIONAL EXAMINATIONS**

## **I. Introduction**

The Shelby County Human Resources Department is responsible to oversee and ensure fair and unbiased promotion of employees under its Civil Service Merit System. The department recognizes the importance of using well-designed and valid selection procedures to make accurate and legally defensible promotional decisions about its employees.

In keeping with this, Shelby County is seeking outside expertise for the development and validation of promotional examinations for the Shelby County Sheriffs Office. The examination(s) should accurately and directly reflect the tasks performed and the knowledge required at each level and identify those employees who have the highest probability for success on the job.

The project will include work on job analysis and test construction. All work conducted for this project will be in accordance with professional standards and the Uniform Guidelines on Employee Selection Procedures.

The primary objective of this project is to develop promotional examination(s) which will test the apparent abilities, skills and attributes that are critical to adequate job performance and which might be measured by tests. The examination(s) should be fair and non-discriminatory and lead to decisions about people based on predicted levels of job performance. Finally, the examinations should be flexible to the extent that future changes in the job can be accommodated by making only minimal changes to the examination(s).

## **II. Project Briefing**

The Sheriff, as set forth by the Tennessee State Constitution, is the highest ranking law enforcement officer in the county. The Sheriff's Office works in partnership with all law enforcement agencies throughout the 775 square miles of Shelby County.

Although various cities within Shelby County have their own police forces, the Sheriff's Office is a vital resource for each of these agencies. Sheriff's Deputies serve arrest warrants, patrol the streets and share responsibilities with these police agencies through "Metro Units." As examples, the Metro Gang Unit specializes in organized criminal gang activities throughout Shelby County and the Metro D.U.I. Unit, collaboration between the Sheriff's Office, Memphis Police, and Germantown Police enforces drunk and impaired driving laws.

Other law enforcement duties fulfilled by the Sheriff's Office include serving court documents and providing courtroom security in the General Sessions, Criminal, Chancery and Circuit courts.

**III. Correspondence**

All correspondence, including proposals, and questions concerning the RFP are to be submitted to:

Phyllis Shrader, CPPO, CPPB  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103  
(901) 545-4352

**IV. Proposal Submission Deadline**

All proposals must be received at the address listed above no later than 4:00 pm on Friday, May 19, 2006. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

**V. Proposal Timeline**

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposals shall be notified.

Request for Proposals Released	April 26, 2006
Proposal Due Date	May 19, 2006 by 4:00 pm
Notification of Award	June 2, 2006

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

**VI. Proposal Conditions**

**A. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

**B. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

### **C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

### **D. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

### **E. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

## **VII. Scope of the Project**

Presently the promotional process consist of a two (2) part examination process for the Inspector, Captain, and Lieutenant ranks. There are two (2) written multiple choice examinations for the Captain and Lieutenant ranks. One (1) in-basket exercise and one (1) written multiple choice examination for the Inspector rank.

A ranked certified eligibles list(s) is then submitted to the Sheriff for all three (3) ranks at the conclusion of testing by the Human Resources Department.

The following information on the organization of the Sheriff's office is provided:

### **A. Complement:**

Six (6)	Inspectors
Ten (10)	Captains
Thirty-seven (37)	Lieutenants

### **B. Primary Duties:**

**Inspector** – Works under general supervision to plan, supervise and evaluate the activities of assigned personnel and coordinate and direct complex investigations of cases.

**Captain** – Works under general supervision to coordinate and supervise the activities of personnel assigned to the Command and perform specialized investigations, technical procedures or duties as required.

**Lieutenant** – Works under the direction of an assigned supervisor to be responsible for assisting in the coordination and supervision of assigned personnel and performing related duties as required.

**VIII. Project Requirements**

- A. Consultant will conduct a **job analysis** on the three (3) ranks of Inspector, Captain and Lieutenant.
- B. Consultant will develop and validate promotional examinations for the above ranks based on the job analysis.
- C. Consultant will provide a written outline of each phase for test development with corresponding time frames for completion.
- D. Consultant will provide a written outline of the administration and scoring procedures for each examination.
- E. Consultant will recommend appropriate **Study materials** for the Inspector, Captain and Lieutenant ranks based on the job analysis.
- F. Consultant will recommend a validation approach and a method for analyzing possible disparate or adverse impact.

**IX. Project Duration**

Our preference is to schedule the first cycle of promotional exams for September, 2006.

**X. Contract Requirements**

1. CONTROL

All Services by the Consultant will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONSULTANT'S PERSONNEL

The Consultant certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work performed during the term of this Contract will be supervised by the Consultant. The Consultant further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the Consultant, or any of the Consultant's employees or agents, are the agents, representatives, or employees of the COUNTY. The Consultant will be an independent contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give COUNTY the right to direct the Consultant as to the details of the performance of its obligations under this

Contract or to exercise a measure of control over the Consultant is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.

b. It is further expressly agreed and understood by Consultant that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that Consultant has been retained by the COUNTY to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by Consultant for the Services performed shall be on the Consultant's letterhead.

#### 4. REPORTS

Consultant shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, inclusive of specific services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the "COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future contracts until this provision has been met.

#### 5. TERMINATION OR ABANDONMENT

a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:

- i) either the Consultant or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo, contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- ii) Consultant subcontracted, assigned, delegated, or transferred it rights, obligations or interests under this Contract without the COUNTY's consent or approval.
- iii) Consultant has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of Consultant's assets.

b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the Consultant for Consultant's failure to provide the Services specified under this Contract.

c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, Consultant shall not be reimbursed for any anticipatory profits that have not been earned as of the Termination Date. All work accomplished by Consultant prior to the Termination Date shall be recorded and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for Services rendered.

d. Notwithstanding the above or any section herein to the contrary, Consultant shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by Consultant and the COUNTY may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the COUNTY from Consultant is determined.

#### 6. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONSULTANT from performance of its duties under this Contract. The COUNTY shall not be responsible for the fulfillment of the Consultant's obligations to its transferors or subcontractors.

b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

#### 7. CONFLICT OF INTEREST

The Consultant covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The Consultant warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Consultant in connection with any work contemplated or performed relative to this Contract.

#### 8. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the



COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

#### 9. EMPLOYMENT OF COUNTY WORKERS

The Consultant will not engage, on a full, part-time, or other basis during the Tenn of the Contract, any professional or technical personnel who are in the employ of the COUNTY.

#### 10. ACCESS TO RECORDS

During all phases of the work and services to be provided hereunder, Consultant agrees to permit duly authorized agents and employees of the COUNTY to enter Consultant's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Consultant will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

#### 11. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by Contract between the Consultant and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

#### 12. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. Consultant shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages-including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the services hereunder, whether performed by the Consultant, its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. Consultant expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

- c. The COUNTY has no obligation to provide legal counsel or defense to Consultant or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this Contract against Consultant as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against Consultant as a result of or relating to performance of the Services under this Contract.
- e. Consultant shall immediately notify the COUNTY, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 1109, Memphis, TN 38103, of any claim or suit made or filed against Consultant or its subcontractors regarding any matter resulting from or relating to Consultant's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

### 13. GENERAL COMPLIANCE WITH LAWS

- a. If required, the Consultant certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The Consultant is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the Consultant agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

### 14. NON-DISCRIMINATION

The Consultant hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Consultant on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other

classification protected by federal, Tennessee State Constitutional or statutory law. The Consultant shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

#### 15. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral contracts between the parties.

#### 16. AMENDMENT

This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

#### 17. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

#### 18. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by applicable law of any right or remedy it may have under this Contract shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

#### 19. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

20. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

21. TRAVEL EXPENSES

All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

22. NON-LIABILITY FOR CONSULTANT EMPLOYEE TAXES

Neither Consultant nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide Consultant's personnel with any benefits and shall have no liability for the following:

- a. COUNTY will not withhold FICA (Social Security) from Consultant's payments;
- b. COUNTY will not make state or federal unemployment insurance contributions on behalf of Consultant or its personnel;
- c. COUNTY will not withhold state and federal income tax from payment to Consultant;
- d. COUNTY will not make disability insurance contributions on behalf of Consultant;
- e. COUNTY will not obtain workers' compensation insurance on behalf of Consultant or Consultant's personnel.

24. INCORPORATION OF OTHER DOCUMENTS

- a. Consultant shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of Consultant thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

25. CONTRACTING WITH LOCALLY OWN-ED SMALL BUSINESSES

The Consultant shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by Shelby County Government are utilized when possible as sources of supplies, equipment, construction and services.

26. RIGHT TO REQUEST REMOVAL OF CONSULTANT's EMPLOYEES

The COUNTY may interview the personnel Consultant assigns to COUNTY's work. Consultant shall have the right, at any time, to request removal of any employee(s) of Consultant, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, Consultant shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

27. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof

28. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by Consultant, Consultant understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by Consultant due to Services performed pursuant to this Contract is subject to being divulged as a public record in accordance with the laws of the State of Tennessee\*

29. ORGANIZATION STATUS AND AUTHORITY

- a. Consultant represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- b. The execution, delivery and performance of this Contract by the Consultant has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of Consultant, any provision of any indenture, agreement or other instrument to which Consultant is a party, or by which Consultant's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

30. INSURANCE REQUIREMENTS

Consultant will provide evidence of the following insurance coverage:

- a. Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate for this Contract. Insurer to be rated A or better by A.M. Best & Co.
- b. Commercial General Liability - Minimum limit of \$1,000,000.00 per occurrence /\$2,000,000.00 annual aggregate premises/operations; \$2,000,000.00 aggregate products completed operations. Shelby County to be named additional insured.

Worker's Compensation-Tennessee State statute.

Automobile liability - Minimum limit of \$1,000,000.00 per occurrence on all owned, hired and non-owned autos.

All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

### 31. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County (*Department Name*)  
 (*Department Address*)  
 Memphis, Tennessee 38103  
 Attn.: (*Contact Person*)

*and*

Shelby County Government  
 Contract Administration  
 160 N. Main St., Suite 550  
 Memphis, Tennessee 38103

VENDOR: *Name of Vendor*

c.

d. Contact Person/Attn:  
 Address  
 City/State/Zip

## XI. **Proposal Submission**

### A. **GENERAL**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addendum (as applicable,) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be

prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received by no later than 4:00 pm on May 19, 2006 at:**

**Phyllis Shrader, CPPO, CPPB  
Shelby County Government  
160 N. Main St., Suite 550  
Memphis, TN 38103**

5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

#### **B. PROPOSAL PRESENTATION**

1. An original and five (5) copies of the written proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL - PROMOTIONAL EXAMINATIONS FOR THE SHELBY COUNTY SHERIFF'S DEPARTMENT, RFP."06-004-51"**".
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the proposal.

#### **C. PROPOSAL FORMAT**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Cover Page - Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:

- a. A statement that the proposal is being submitted in response to the Request for Proposal - PROMOTIONAL EXAMINATIONS FOR THE SHELBY COUNTY SHERIFF'S DEPARTMENT - RFP #06-004-51.
  - b. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with the County on behalf of the organization/firm.
  - c. A statement certifying that:
    - (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
    - (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
    - (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
    - (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
    - (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.
2. Cost and Fees
- a. Provide a fee schedule and maximum cost estimate for the required services, including percentages, rates and multiples for assigned personnel, reimbursable items, and other specific charges. The billing rates shall include all direct labor, profit, overhead costs, and other associated costs.
  - b. Explain any assumptions or constraints in a price proposal to perform the engineering services for the project.
  - c. Explain any additional charges or fees in the proposal.
  - d. Detail any additional consultant costs deemed necessary by the Proposer.
3. Experience
- a. Describe the experience the Proposer has in testing development and validation including Proposer's involvement in projects of similar size and scope.
  - b. Briefly describe the experience of Proposer's key staff that will be working on any part of the project, documenting their experience on similar projects.
  - c. List the experience of any prime sub-consultants that will be used in the performance of the services on the project.
  - d. Submit at least three (3) references of firms for whom you have provided a similar service. Include firm name, address, telephone number and the name of a person who may be contacted.



4. Other
  - a. Present a schedule for completion including a time frame for each component of the project. Indicate estimated time of completion for total project with target dates.
  - b. Describe the Proposer's computer access for this project. State what hardware and/or software and where the hardware is located.

## **XII. Deliverables**

The selected consultant's responsibilities are outlined below and each should be addressed in your proposal.

- A. Final job analysis results for the Inspector, Captain and Lieutenant ranks.
- B. Written and In-basket examinations and appropriate scoring keys for the Inspector, Captain and Lieutenant ranks.
- C. Examination administration and scoring procedures.
- D. A resource list of **STUDY MATERIAL(S)** for the three (3) ranks and appropriate Vendor contacts for individual purchase.
- E. Method of analyzing results to measure validity and possible disparate impact.
- F. Monthly progress reports.

## **XIII. Consultant Selection**

- A. Each proposal will be reviewed by a special Ad-Hoc Committee that may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is complete, this Committee will recommend the successful bidder to the Administrator of Human Resources who will make the final decision subject to the approval of the contract by the Mayor and the Board of Shelby County Commissioners.
- B. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
  1. Qualifications of personnel.
  2. Ability to present a clear understanding of the nature and scope of the project.
  3. Project methodology.
  4. Previous experience with projects involving test development and validation for para-militaristic organizations.
  5. Cost to the Shelby County Government as outlined in budget estimate.
  6. Time frame for completion.

## **XIV. Employment Opportunity Compliance**

All applicants are hereby notified that the firm(s) selected for subsequent interviews and presentations will be -required to file for and receive an Equal Opportunity Compliance vendor number. This may include providing various forms and data to the Shelby County Department of Equal Opportunity Compliance to ensure that non-discriminatory employment is practiced as specified by the Equal Opportunity regulations.